

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 09-16-69571  
HUD# 07-17-5069-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

#### **WANDA MANOR COOPERATIVE**

519 South Summit Street  
Iowa City, Iowa 52240-5633

#### **ERICKSON BALMER CONSTRUCTION, LLC**

2453 106<sup>th</sup> Street  
Urbandale, Iowa 50322-3701

#### **BIG CREEK DESIGN GROUP, INC.**

P.O. Box 169  
Polk City, Iowa 50226-0169

### **COMPLAINANT**

#### **ANGELA JACKSON**

Commissioner, Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### **Complainant's Allegations:**

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the

“usable doors,” “accessible route into and through the covered unit,” and the “usable kitchens and bathrooms” requirements.<sup>1</sup>

Complainant specifically alleged, in Unit 423, 902 East 1<sup>st</sup> Street, Lake Shore Apartments[“Lake Shore 1”], four features within a covered unit appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the sliding glass doorway to the balcony had a clear opening width of 28 <sup>5</sup>/<sub>8</sub> inches, which is less than the required minimum nominal 32 inches (or 31 <sup>5</sup>/<sub>8</sub> inches); (2) the change in level from the unit’s interior finished floor surface to the top of the threshold to the deck was measured at 1 <sup>3</sup>/<sub>8</sub> inches, which exceeds the maximum allowable threshold of <sup>1</sup>/<sub>4</sub>-inch without 1:2 beveling, which appeared to the tester to be lacking; (3) the clearance from the midline of the kitchen sink to the nearest obstruction (an adjacent countertop edge) was measured at 15 <sup>1</sup>/<sub>2</sub> inches, which is less than the 24-inch clearance required for a parallel approach needed because the cabinet below the sink as observed by the tester was not easily removable; and (4) the clearance from the midline of the bathroom sink to the wall was measured at 18 inches, which is less than the 24-inch clearance required for a parallel approach needed because the cabinet below the sink as observed by the tester was not easily removable.

### Description of the Subject Property

#### Subject Property

Lake Shore 1 consists of a residential-unit building located at 902 East 1<sup>st</sup> Street. The building was issued a Certificate of Occupancy on May 25, 2016, signed by Jeff Junker, Building & Zoning Administrator for the City of Ankeny. According to Respondents, two additional dwelling-unit buildings and common areas are under construction at 458 NE Delaware Avenue (“Lake Shore 2), and at 305 NE Hayes Drive (“Lake Shore 3”).<sup>2</sup> Currently, there are 85 dwelling-units. Once all three dwelling-unit buildings are built, it is expected that there will be a total of 239 units from all three buildings, as all the units in each building are served by an elevator. Each of the three dwelling-unit buildings and common areas will be required to meet the same accessibility requirements of the ICRA and FHA, and are therefore included within the scope of the current agreement.

The construction of all units within Lake Shore 1 (the inspected subject property building) was based on 11 different designs.<sup>3</sup> The table below lists the units inspected by floor plan type, unit number, and ANSI type. The ANSI Type-A unit is a unit designed and built to be more accessible; it exceeds the requirements of the ICRA and FHA. The ANSI Type-B units are less accessible, but meet the requirements of the ICRA and FHA. The table also provides the total number of units by floor plan type and floor level.

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<sup>1</sup> See Iowa Code §§216.8A(3)(c)(3)(b) [Requirement 3 – Usable Doors]; 216.8A(3)(c)(3)(i) [Requirement 4 – Accessible Route into and Through the Covered Unit]; and 216.8A(3)(c)(3)(c)(iv) [Requirement 7 – Usable Kitchens and Bathrooms].

<sup>2</sup> See additional information on the newer buildings at: <https://www.apartments.com/lake-shore-apartments-ankeny-ia/hykJ9c0/> (Last visited on March 17, 2017). See Appendix C for floor plans and unit-configuration of all three dwelling unit buildings, including the two newer buildings.

<sup>3</sup> See Appendix B for floor plans in the inspected building.

FLOOR PLAN TYPE	ANSI TYPE	TOTAL UNITS PER FLOOR PLAN TYPE & FLOOR LEVEL	
BIG CREEK [1BR/1BA] [INSPECTED UNIT – UNIT # 224]	B	1 <sup>ST</sup> - 0	3
		2 <sup>ND</sup> - 1	
		3 <sup>RD</sup> - 1	
		4 <sup>TH</sup> - 1	
PANORAMA [1BR/1BA] [INSPECTED UNIT – UNIT # 423]	B	1 <sup>ST</sup> - 4	16
		2 <sup>ND</sup> - 4	
		3 <sup>RD</sup> - 4	
		4 <sup>TH</sup> - 4	
RATHBUN [1BR/1BA] [INSPECTED UNIT – UNIT # 117]	A [NO SLIDING-GLASS DOORWAY]	1 <sup>ST</sup> - 1	1
		2 <sup>ND</sup> - 0	
		3 <sup>RD</sup> - 0	
		4 <sup>TH</sup> - 0	
RED ROCK [1BR/1BA] [INSPECTED UNIT – UNIT # 126]	B	1 <sup>ST</sup> - 5	20
		2 <sup>ND</sup> - 5	
		3 <sup>RD</sup> - 5	
		4 <sup>TH</sup> - 5	
SAYLORVILLE [1BR/1BA] [INSPECTED UNIT – UNIT # 429]	B	1 <sup>ST</sup> - 2	11
		2 <sup>ND</sup> - 3	
		3 <sup>RD</sup> - 3	
		4 <sup>TH</sup> - 3	
OKOBOJI [2BR/2BA] [INSPECTED UNIT – UNIT # 328]	B	1 <sup>ST</sup> - 3	12
		2 <sup>ND</sup> - 3	
		3 <sup>RD</sup> - 3	
		4 <sup>TH</sup> - 3	
OZARKS [2BR/2BA] [INSPECTED UNIT – UNIT # 231]	B	1 <sup>ST</sup> - 2	8
		2 <sup>ND</sup> - 2	
		3 <sup>RD</sup> - 2	
		4 <sup>TH</sup> - 2	
TABLE ROCK [2BR/2BA] [INSPECTED UNIT – UNIT # 217]	A [NO SLIDING-GLASS DOORWAY]	1 <sup>ST</sup> - 0	3
		2 <sup>ND</sup> - 1	
		3 <sup>RD</sup> - 1	
		4 <sup>TH</sup> - 1	
TAHOE [2BR/2BA] [INSPECTED UNIT – UNIT # 414]	B	1 <sup>ST</sup> - 0	3
		2 <sup>ND</sup> - 1	
		3 <sup>RD</sup> - 1	
		4 <sup>TH</sup> - 1	
MICHIGAN [3BR/2BA] [INSPECTED UNIT – UNIT # 434]	B	1 <sup>ST</sup> - 1	4
		2 <sup>ND</sup> - 1	
		3 <sup>RD</sup> - 1	
		4 <sup>TH</sup> - 1	
SUPERIOR [3BR/2BA] [INSPECTED UNIT – UNIT # 135]	B	1 <sup>ST</sup> - 1	4
		2 <sup>ND</sup> - 1	
		3 <sup>RD</sup> - 1	
		4 <sup>TH</sup> - 1	
	TOTAL UNITS PER FLOOR	1 <sup>ST</sup> - 19	TOTAL UNITS = 85
		2 <sup>ND</sup> - 22	
		3 <sup>RD</sup> - 22	
		4 <sup>TH</sup> - 22	

#### Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, EB Construction answered:

This building design complies with IBC... and...\_\_\_\_\_which requires 2% of units to be type A or Accessible units. All other units are required to be type B units, or adaptable. The complaint was filed based on an examination of a type B unit, and not a type A unit. The Owner would not lease a type B unit to a disabled tenant, without first adapting the unit to be a type A unit. Since receipt of this complaint, we have not visited Unit 512 to determine the difference in elevation from the interior to the balcony area, so we cannot comment on the accuracy of this height difference allegation at this unit.

WM Cooperative answered:

We have 2 ADA accessible units (117 & 217). If we had a prospect tenant in a wheelchair, we would have them occupy those units first. After those units were occupied, we would adapt a unit to meet their needs.

BC Design Group answered:

This building design complies with IBC 2012 1 107.6.2.1.1 which requires 2% to be type A or Accessible units. All other units are required to be type B units, or adaptable. The complaint was filed based on an examination of a type B unit, and not a type A unit. The Owner has indicated they would not lease a type B unit to a disabled tenant, without first offering an A unit or adapting the Adaptable unit to be a type A unit. There are no published guidelines that define the scope of what adaptable means, however at the Landlord's discretion, any unit can be adapted or remodeled to suit the needs of anyone with special needs.

#### Report of Preliminary Findings:

ICRC Investigators inspected 11 units – all of them accessible by an elevator – at Lake Shore 1, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the inspected units listed in the table on the previous page in this agreement; and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The public parking area for Lake Shore 1 is located south of the dwelling-unit building. The parking area consists of 105 parking spaces, and includes five spaces designated as reserved for persons with disabilities. Although at least one parking space and access aisle was observed which meets the above-quoted required ADA dimensions for Van-Accessible parking spaces and access aisles, none of these parking spaces had the required signage designating each as “Van-Accessible.”<sup>4</sup> Additionally, the height to the

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<sup>4</sup> See Appendix A, Photos 1A

bottom edge of the signs at these parking spaces was no greater than 43 ½ inches, which is less than the minimum height of 60 inches allowed by the “2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities” (ADAAG) (*See* ADAAG online at:

[https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf)).<sup>5</sup>

The height of these signs results in their decreased visibility that makes it more challenging for persons with disabilities to readily locate these parking spaces.

2) The basketball court is located south of the southeastern corner of the Lake Shore 1 building and was measured to be 12 feet away from the closest sidewalk edge. The surface along the path to the basketball court consists of a grassy area that is not “stable, firm, and slip resistant,” as required by Section 4.5.1 of the ANSI 1986, quoted above.<sup>6</sup> Therefore, the basketball court is not accessible to persons in a wheelchair who are traveling to this common area either as spectators or participants.

3) The wall-mounted mailboxes are adjacent to the main entrance of the building. With an elevator serving all floors in the building, all 85 mailboxes must be usable with heights at or below the required 54-inch maximum height for a parallel approach, which is possible at this common area. The measured heights of the keyholes at the top four rows of mailboxes are reported in the table below.<sup>7</sup>

TOP FOUR MAILBOX ROWS	HEIGHT IN INCHES
First	68
Second	64 ½
Third	61
Fourth	57 ½

The mailboxes in the top four rows are unusable for someone in a wheelchair because they exceed the 54-inch maximum height allowed by the reach parameters of ANSI 1986.

4) ANSI requires the opening force for interior-hinged doors to be no greater than 5 pounds. The door located at the entrance to the leasing office required 10 pounds of force to open and the one to the Social Room required 12 pounds.<sup>8</sup> Both are interior-hinged doors, which required more than 5 pounds of force to open.<sup>9</sup> These doors require too much force to open, which makes them inaccessible.

5) The ICRC investigators took measurements of the clear opening width at the sliding glass doorways within all inspected units. The clear opening width was measured at no more than 28 ½ inches with the bumper installed and 30 ½ inches with the bumper removed.<sup>10</sup> The sliding glass doorways in the inspected dwelling units are too narrow, rendering them unusable by persons using wheelchairs.

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<sup>5</sup> *See* §502.6 of the ADAAG at page 155.

<sup>6</sup> *See* Appendix A, Photos 2A, 2B, and 2C.

<sup>7</sup> *See* Appendix A, Photos 3A and 3B.

<sup>8</sup> *See* Appendix A, Photos 4A and 4B.

<sup>9</sup> *See* Appendix A, Photos 2C and 2D.

<sup>10</sup> *See* Appendix A, Photos 5A and 5B.

6) All of the interior threshold heights at the sliding glass doorways were measured at no less than 1 15/32, which exceeds the ¼-inch maximum allowed for thresholds without beveling.<sup>11</sup> These thresholds are too high, rendering the doorways unusable by persons using wheelchairs.

7) Unit 328 (Okoboji) has a U-shape kitchen with the range located at the base of the U. The turning space diameter was measured between the refrigerator and opposing countertop at 57 inches.<sup>12</sup> This kitchen does not have the required 60-inch turning diameter to allow sufficient maneuverability space for residents using a wheelchair for mobility, which renders this kitchen unusable by persons using wheelchairs.

8) Measurements were taken from the midline of the sink to the closest opposing countertop in each of the inspected units to verify compliance with the 24-inch minimum required clearance for a parallel approach, which is necessary if the cabinets are not removable as it appeared to ICRC investigators and was verified by Respondents. The midlines of the kitchen sinks were found to be less than 24 inches from the opposing countertop in three of the units. The table below indicates the unit numbers, floor plans, estimated angle of closest opposing countertop as based on the photographs taken during the inspection, and the distance from the midline of the sink to the opposing countertop in inches.<sup>13</sup>

<b>Unit Number &amp; Floor Plan</b>	<b>Angle of Closest Opposing Countertop</b>	<b>Midline of Sink To Opposing Countertop</b>
117 – Rathbun	90°	19 ½”
231 – Ozarks	90°	18 ¼”
423 – Panorama	120°	18”

During the inspection, Respondents questioned whether the opposing cabinets in Unit 423 could actually be an obstruction to a tenant in a wheelchair because the angle of the opposing countertop is greater than the 90 degrees observed in the corner configurations observed in the other two units. However, as previously reported in the Report of Preliminary Findings, the opposing countertop may still be an obstruction to persons using a wheelchair even if the angle is more than 90 degrees relative to the sink because the kitchen cabinets still encroach on the clear floor space. The kitchens in the table above are unusable because the midlines of the sinks are too close to the opposing counters to allow tenants using wheelchairs to make the required parallel approach.

9) The distance from the midline of the sink to the nearest obstruction was measured by ICRC investigators in the bathrooms of the inspected units. The midlines of the sinks in the bathrooms of three units were measured to be less than the 24-inch minimum clearance from the closest obstruction, as indicated in the table at the top of the next page.<sup>14</sup>

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<sup>11</sup> See Appendix A, Photo 6A.

<sup>12</sup> See Appendix A, Photo 7A.

<sup>13</sup> See Appendix A, Photos 7B, 7C, and 7D.

<sup>14</sup> See Appendix A, Photo 8A.

Unit & Floor Plan	Bathroom [Master / Non-Master]	Specification ["A" or "B"]	Midline to Closest Obstruction [Inches]
414 – Tahoe	Master [double sink]	Specification A	21 ½ [right sink]
423 – Panorama	Master	Specification A	18 ¾
434 – Michigan	Master [double sink]	Specification A	19 ½ [left sink]
	Non-Master	Specification A	21 ⅝

These bathroom sinks are too close to the adjacent wall, rendering them unusable by persons using wheelchairs.

10) The clear floor space outside of the swing of the door was measured at less than 30 by 48 inches in the Master Bathroom in Unit 423 (Panorama).<sup>15</sup> The clear floor space in this bathroom is less than the minimum required by the Guidelines, as stated above, and renders this bathroom unusable by persons who utilize wheelchairs.

#### Respondents' Response to Report of Preliminary Findings:

Before proposing specific retrofits, Respondents submitted a more general written response on May 1, 2017 via email. The relevant portion reads:

After consultation with Mr. Balmer and Mr. Olson, we are not in dispute with any of your recorded measurements taken at the first Lake Shore building (902 E. 1<sup>st</sup> St.) as outlined in your Report of Preliminary Findings. By the end of this year, Lake Shore will be a 3-building community with 239 units.

Respondents submitted the following proposed retrofits in response to the reported deficiencies:

- 1) Respondents will add "Van Accessible" signage and adjust the heights of the signs designating parking spaces as reserved for persons with disabilities, such that the bottom edge of these signs will meet the minimum height required by the ADA.
- 2) Respondents will add an accessible sidewalk from the existing sidewalk to the basketball court area.
- 3) Respondents will install mailboxes at Lake Shore 2 and 3 buildings that have keyholes with midlines heights that do not exceed the 54-inch maximum allowed. Respondents will notify current and future tenants in Lake Shore 1 about the option have mailboxes reassigned if they are unable to reach them because of a mobility impairment.
- 4) Respondents will adjust the self-closers of the doors to the leasing office and Social Room such that these doors will require less than five pounds of force to open.

<sup>15</sup> See Appendix A, Photos 9A and 9B.

- 5) Respondents will remove sliding glass door floor bumper and replace existing exterior curved handle with a straight and slimmer handle as needed to exceed 31  $\frac{5}{8}$ -inch minimum clear opening width. Respondents will store and keep two new handles in supply inventory always.
- 6) Respondents will install the sliding glass doorways at the porches and balconies of units at Lake Shore 2 and 3 buildings such the thresholds are at no more than the maximum height levels allowed by the Fair Housing Act Design Manual (“Manual”). Respondents will retrofit the existing units at Lake Shore 1 with ramps as needed upon request from tenants with disabilities.
- 7) Respondents will either replace the existing refrigerators with refrigerators that have decreased depths, and/or recess the plastic water pipe connection from the rear of the refrigerator further into the wall behind the refrigerator – to allow the refrigerator to be moved closer to the wall – in the 44 Okoboji units at all three Lake Shore buildings to increase the turning space in the kitchen to the 60-inch minimum required by the Manual from upon request from tenants with a mobility impairment. Respondents will store two refrigerators with the shallower depths at all three Lake Shore to facilitate the replacement of refrigerators upon request.
- 8) Although they did not submit a written proposal to correct the insufficient clear floor space at the kitchen sinks of the Rathbun, Ozarks, and Panorama units, Respondents verbally proposed a similar retrofit that they proposed to correct the same type of deficiency in the bathroom (*see* paragraph “9”) below) during the inspection of Lake Shore 1, and at a face-to-face meeting on May 17, 2017.
- Mr. Kusy later claimed in a phone conversation on August 31, 2017, that the base kitchen cabinet under the sink in the Rathbun units may be removable. Respondents previously stated none of the base cabinets are removable, as reported in the Report of Preliminary Findings.
- 9) Respondents will build Lake Shore 2 and 3 buildings with readily removable bathroom sink base-cabinets for the Tahoe, Panorama, and Michigan units, which total 43 units. Respondents will complete the same retrofit at the 23 units with the same floor plans in Lake Shore 1 upon request from tenants with a mobility impairment. Respondents will store (i) two-bathroom sink base-cabinets at one of the Lake Shore buildings to facilitate the replacement of bathroom sinks upon request from tenants with a mobility impairment; and (ii) additional vinyl tile squares to cover unfinished areas.
- 10) Upon request from tenants with mobility impairments, Respondents will reverse the swing of the bathroom door in Unit 423 (Panorama) and the other 31 Panorama units at all three buildings in Lake Shore to meet the 30 by 48-inch minimum clear floor space requirement.

#### Assessment of Proposed Retrofits:

Respondents stated all units were built in accordance with the scoping requirements of the 2012 International Building Code [IBC 2012], which incorporates the



standards of the 2009 American National Standards [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements]. Neither the IBC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.<sup>16</sup> Therefore, the Manual, which incorporates ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2012 or ANSI 2009.

The public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than tenants or tenants' visitors will visit or frequent those areas. The common use areas, however, such as parking spaces, mailboxes, and dumpsters, are governed by the FHA since they are only for use by the tenants of the subject property. The ADA will only be referenced in the current agreement for the public areas, which include the parking lot, sidewalks, and interior hallways.<sup>17</sup> Finally, the requirements of the ADA will be presented as stated in the 2010 ADAAG. *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

Following is the assessment of Respondents' proposed retrofits, based on the scoping and technical requirements of the 2010 ADAAG and the Manual:

- 1) ICRC concurs with Respondents' proposals to add "Van Accessible" signage and adjust the heights of the signs designating parking spaces as reserved for persons with disabilities, such that the bottom edge of these signs will meet the minimum height required by the ADA.
- 2) ICRC concurs with Respondents' proposal to add an accessible sidewalk from the existing sidewalk to the basketball court area.
- 3) ICRC concurs with Respondents' proposal to build Lake Shore 2 and 3 buildings (154 units) with all mailboxes at or below the 54" maximum. As long as the option to have mailboxes reassigned is mentioned in all communication with current, future, and prospective tenants, then ICRC concurs with Respondents' proposals to communicate to tenants occupying the 32 units at Lake Shore 1 with have mailboxes at heights greater than 54 inches about the option of having their mailbox reassigned if they are unable to reach the mailbox because of a mobility impairment by sending a notice, and including a lease addendum in all new lease agreements which gives tenants have the option to request to have a different mailbox reassigned.
- 4) ICRC concurs with Respondents' proposal to adjust the self-closers of the doors to the leasing office and Social Room such that these doors will require less than five pounds of force to open.

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<sup>16</sup> <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on Aug. 9, 2017).

<sup>17</sup> The ADAAG defines "Public Use" as "[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned." *See* "Definitions" on page 47 of ADAAG available online at [http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards\\_prt.pdf](http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf). Therefore, since the interior hallways and parking spaces are available for use by prospective tenants, who are part of the general public, these areas are deemed to be "Public Use."

5) ICRC concurs with Respondents' proposal to remove sliding glass door floor bumper and replace existing exterior curved handle with a straight handle to exceed minimum clear opening width. However – in the same manner as all other required retrofits within the units – ICRC will require (i) this retrofit to be completed on all unoccupied units – whether during unit turnover or before it is occupied by the first tenant – or sooner if a tenant with a mobility impairment submits a reasonable modification request. ICRC will also require that all current, future, and prospective tenants be notified about the option to request this and the other retrofits within the dwelling units to be completed while they are occupying their unit if they require it because of a mobility impairment.

Mr. Kusy indicated during the phone conversation with ICRC on August 31, 2017, that they are not able to increase the clear opening width of the sliding glass doorway to comply with the 31 5/8-inch minimum requirement after completing the above-described retrofit. As the clear opening width resulting from this retrofit may still present a barrier preventing access to the balcony or porch to persons using a wheelchair for mobility, ICRC will require Respondents to – in addition to completing the above described retrofits – notify tenants that (i) the clear opening width of the sliding glass doorways does not meet the 31 5/8-inch minimum requirement, as required by the Fair Housing Act and the Iowa Civil Rights Act, and as determined by the Iowa Civil Rights Commission; and (ii) that tenants may request of management that the sliding glass door be replaced either by a compliant swing door or some other compliant doorway, at no expense to the tenant, if they require it because of a mobility impairment.

The fact that ICRC is allowing this retrofit to *not* fully meet the 31 5/8-inch minimum clear opening width requirement, shall not be precedent-setting or binding against the ICRC for any future agreements wherein any Respondents – including the Respondents named in the current complaint – may expect the same term for similar deficiencies. Additionally, ICRC's agreement to this term does not protect Respondents from possible additional enforcement action by either HUD or the US. DOJ; or from complaints filed either by an advocacy group or a private individual.

6) ICRC concurs with Respondents' proposal to install the sliding glass doorways at the porches and balconies of units at Lake Shore 2 and 3 buildings such the thresholds are at no more than the maximum height levels allowed by the Manual. However, ICRC does not concur with requiring tenants at Lake Shore 1 to submit a request before installing a ramp to correct the threshold deficiency. Instead, in the manner described in paragraph “5)” above, ICRC will also require this retrofit to be completed whenever units become unoccupied.

7) ICRC concurs with Respondents' proposal to replace the existing refrigerators with refrigerators that have a depth 3 inches shallower to increase the turning space in the kitchen to meet the 60-inch minimum distance, and/or recess the plastic water pipe connection from the rear of the refrigerator further into the wall behind the refrigerator – to allow the refrigerator to be moved closer to the wall –in the 44 Okoboji units at all three Lake Shore buildings. However, in the manner described in paragraph “5)” above, ICRC will also require this retrofit to be completed whenever units become unoccupied.

8) ICRC concurs with Respondents' proposal to replace the base cabinets under kitchen sinks at Rathbun, Ozarks, and Panorama units with cabinets that are readily removable and install additional vinyl tile squares to cover unfinished areas. However, ICRC will require (i) all unfinished areas that are exposed after the removal of the base cabinet, such as wall and cabinetry, to be finished as well; and (ii) that this retrofit also be completed whenever units are unoccupied, as described in paragraph "5)" above.

If the base cabinet under the kitchen sink in the Rathbun units is currently removable, then ICRC will require Respondents to document the removal of the base cabinet under the kitchen sink and provide ICRC with detailed description and photographs of each of the steps in the removal of the base cabinets.

9) ICRC concurs with Respondents' proposal to replace the base cabinets under bathroom sinks at Tahoe, Panorama, and Michigan units with cabinets that are readily removable and install additional vinyl tile squares to cover unfinished areas. However, ICRC will require (i) all unfinished areas that are exposed after the removal of the base cabinet, such as wall and cabinetry, to be finished as well; and (ii) that this retrofit also be completed whenever units are unoccupied, as described in paragraph "5)" above.

10) ICRC does not concur with Respondents' proposal to – upon request from a tenant with a mobility impairment – reverse the swing of the bathroom door in all Panorama units (32 total units in the three buildings) to meet the 30 by 48-inch minimum clear floor space requirement because the retrofit would result in an obstruction in the hallway outside the bathroom, making it too narrow to allow the bedroom to still be on an accessible route whenever the door is opened.

ICRC will require Respondents to whenever units are unoccupied – such as during unit turnover – replace the existing bathroom door with either a pocket door, or another door that would allow the required 30 x 48-inch clear floor space outside the swing of door in the bathrooms of all Panorama units.

#### Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### *Acknowledgment of Fair Housing Laws*

1) Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or

facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. *Part 100.200 et seq.*; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered dwelling unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

*Voluntary and Full Settlement*

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

11) Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

*Disclosure*

12) Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

*Release*

13) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

*Fair Housing / Accessible Design and Construction Training*

14) Respondents agree Bill Kusy, Brian Balmer, and Tim Olson will:

(a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the

Commission. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

(b) Attendance at Design and Construction training session offered during the “Build It Right Iowa” conference held at the ICRC Symposium – to be held on October 27, 2017<sup>18</sup> – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development. Otherwise, attendance at one of the training sessions offered by Fair Housing Accessibility First will also fulfill the requirement for this term.<sup>19</sup>

(c) Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

15) Respondents agree Bill Kusy, Brian Balmer, Tim Olson, and current employees of Wanda Manor Cooperative, Erickson Balmer Construction, LLC, and Big Creek Design Group, Inc., who are involved in the design and/or construction of covered multi-family dwelling properties, will, within 120 days from the date of the Closing Letter from ICRC:

(a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

(b) Submit separate signed written statements via email from each of the Respondents’ representatives named above in paragraph “(a)”, and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:

- i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
- ii. They understand what the Seven Main “Design Requirements of the Guidelines” are by listing them in the written statement.

#### *Required Modifications or Retrofits*

16) Respondents agree to make the following modifications or retrofits to the subject property:

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<sup>18</sup> <https://icrc.iowa.gov/news/5th-annual-iowa-civil-rights-symposium-and-2nd-build-it-right-iowa-conference> (Last visited on June 1, 2017).

<sup>19</sup> See the “Training Calendar” section at the website for Fair Housing Accessibility First for sessions that will also allow for compliance with this term: <http://www.fairhousingfirst.org/training/calendar.html>

*Accessible and Usable Public and Common Use Areas – Public Parking Area South of Lake Shore 1*

- (a) The parties agree that although at least one parking space and access aisle was observed which meets the 2010 ADAAG dimensions for Van-Accessible parking spaces and access aisles, none of these parking spaces had the required signage designating each as “Van-Accessible.”
- (b) The parties agree the height to the bottom edge of the signs at these parking spaces is no greater than 43 ½ inches, which is less than the minimum height of 60 inches allowed by 2010 ADAAG.
- (c) Respondents agree they will add “Van Accessible” signage such that the bottom edge of these signs is no less than the 60-inch minimum required by 2010 ADAAG.
- (d) Respondents agree they will increase the height of the existing signs designating parking spaces as reserved for persons with disabilities, such that the bottom edge of these signs is no less than the 60-inch minimum height required by 2010 ADAAG.
- (e) Respondents agree to build the parking areas of Lake Shore 2 and 3 in compliance with the requirements referenced above.

*Accessible and Usable Public and Common Use Areas – Basketball Court*

- (a) The parties agree that the surface along the path to the basketball court consists of a grassy area that is not “stable, firm, and slip resistant,” as required by Section 4.5.1 of the ANSI 1986, and is therefore not accessible to persons in a wheelchair.
- (b) Respondents agree they will install a new concrete sidewalk path from the existing sidewalk to connect to the basketball court area, such that this sidewalk path, once completed, will be “stable, firm, and slip resistant,” and will have a maximum cross-slope value of 2%, and a maximum running-slope value of either 5% as required by ANSI 1986.

*Accessible and Usable Public and Common Use Areas – Mailboxes*

- (a) The parties agree that the height of the midline of the keyholes of the top four mailbox rows exceed the 54-inch maximum height allowed by ANSI 1986 – eight mailboxes within each of four two-column wall-mounted mailbox units and four more in a single-column mailbox unit (36 total).
- (b) Respondents agree they will install the mailboxes at Lake Shore 2 and 3 such that the height to the midline of the keyholes of all mailbox compartments does not exceed the 54-inch maximum height allowed by ANSI 1986.
- (c) Respondents agree they will notify current and future tenants occupying the 32 units with unreachable mailboxes at Lake Shore 1, verbally and in writing, about their option to swap mailboxes for units occupied by tenants without mobility impairments, such that their new mailbox location will have a keyhole with a midline at a maximum height of 54 inches.

(d) Respondents agree either to draft the written note referred to in “(c)” paragraph above and submit it to ICRC for review within 14 calendar days from the date on the Closing Letter from ICRC; or use the following wording, which reads:

#### NOTICE TO RESIDENTS

Please notify the leasing office if you are unable to access your mailbox and a new mailbox will be assigned for your use during your residency at Lake Shore.

(e) If Respondents draft their own notice and submit it to ICRC, ICRC will review and respond to Respondents within three business days from the date the notice is received about its approval status.

(f) Respondents agree to send the written note referred to in “(c)” paragraph above to the tenants occupying the 32 units at Lake Shore 1 with mailboxes higher than 54 inches within 30 days from the date of the Closing Letter from ICRC.

(g) Respondents also agree to send a statement to ICRC within 14 days from the date of the Closing Letter from ICRC verifying that the note referred to in “(c)” paragraph above was, in fact, distributed to each of the tenants in the 32 units at Lake Shore 1, including the unit numbers of the 32 units where the note was sent.

(h) Respondents agree to distribute the note referred to in “(c)” paragraph above to each new tenant at the time a lease or sub-lease agreement is signed for the 32 units at Lake Shore 1 with mailboxes higher than 54 inches.

#### *Usable Doors – Door-Opening Force*

(a) The parties agree the door-opening force for the doors to the leasing office and the Social Room exceed the 5-pound maximum force allowed by ANSI 1986.

(b) Respondents agree to adjust the self-closers at the doors to the leasing office and Social Room to reduce the opening force at these doors to no more than 5 pounds to bring them into compliance 5-pound force maximum allowed by ANSI 1986.

#### *Usable Doors – Clear Opening Width for Secondary Entrance*

(a) The parties agree the sliding glass doorways of all inspected units, as reported on page 3 of the current agreement, have a clear opening width that is narrower than the 31 5/8-inch minimum required by the Manual.

(b) Respondents agree they will retrofit the sliding glass doorway in each of the inspected units, as reported in page 3 of the current agreement – by replacing the current sliding glass door handle with a slimmer handle and removing the sliding glass doorway bumper.



- (c) Respondents agree to measure the sliding glass doorways of all other units in all three buildings at Lake Shore. If the clear-opening width of any of these sliding glass doorways is  $< 31 \frac{5}{8}$ , then Respondents agree to retrofit the noncompliant secondary doorways in the manner as described in “(b)”.
- (d) The parties agree that the retrofit in “(b)” and “(c)” paragraphs above results in a clear opening width of  $31 \frac{3}{8}$  inches, as measured by Respondents, which is less than the  $31 \frac{5}{8}$ -inch minimum required to bring it into compliance with the Manual.
- (e) Respondents agree to notify prospective, current, and future tenants – verbally and in writing – that:
- i. The clear opening width of the sliding glass doorways does not meet the  $31 \frac{5}{8}$ -inch minimum requirement, as required by the Fair Housing Act and the Iowa Civil Rights Act, and as determined by the Iowa Civil Rights Commission; and
  - ii. Tenants may request management that the sliding glass door be replaced by a compliant swing door, at no expense to the tenant, if they require it because of a mobility impairment.
- (f) Respondents agree to draft the written note referred to in “(e)” paragraph above and submit it to ICRC for review within 14 calendar days from the date on the Closing Letter from ICRC.
- (g) ICRC agrees to review and respond to Respondents within three business days from the date the notice is received about its approval status.
- (h) Respondents agree to send the written note referred to in “(e)” paragraph above to the tenants occupying all 239 units at Lake Shore within 30 days from the date of the Closing Letter from ICRC.
- (i) Respondents also agree to send a statement to ICRC within 14 days from the date of the Closing Letter from ICRC verifying that the note referred to in “(e)” paragraph above was, in fact, distributed to each of the tenants in the 239 units at Lake Shore, including the building number (e.g., “Lake Shore 1”) and unit numbers of the units where the note was sent.

*Usable Doors – Threshold for Secondary Door*

- (a) The parties agree the height onto the finished floor surface of the interior threshold at the sliding glass doorway of all inspected units, as reported on page 3 of the current agreement, exceeds the  $\frac{1}{4}$ -inch maximum height allowed for interior thresholds without beveling, as established by the Manual.
- (b) Respondents agree they will install either an aluminum or a rubber ramp – with a running slope of  $\leq 8.33\%$  and a cross slope of  $\leq 2\%$  – at the interior side of the threshold to the sliding glass doorways of all units in Lake Shore 1, as required by the Manual.

(c) Respondents agree they will install the sliding glass doorways at the porches and balconies of units at Lake Shore 2 and 3 such that (i) the interior threshold heights do not exceed the ¼-inch maximum allowed by the Manual; and (ii) the exterior porch or balcony surface is not below the interior finished floor surface by more than 4 inches, which is the maximum allowed by the Manual for impervious surfaces.

(d) If rubber ramps are used, Respondents agree to annually inspect and, if necessary, replace any ramps that have become unsafe or unusable due to deterioration.

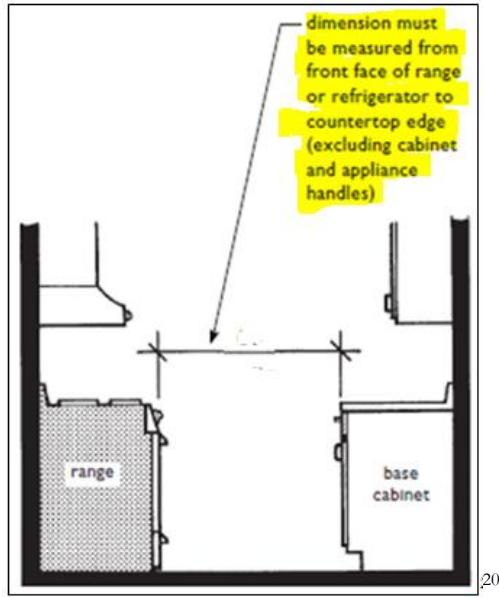
*Usable Kitchens – Turning Space at Refrigerator*

(a) The parties agree the U-shape kitchen in Unit 328 (Okoboji) has insufficient clear floor space because the turning space diameter in front of the refrigerator is less than the 60-inch minimum that is required by the Manual when a range is located at the bottom of the U-shape kitchen.

(b) Respondents agree to increase the turning space in front of the refrigerator to at least 60 inches to meet the minimum turning space requirement – as required in the Manual for U-shape kitchens with either a range or a sink with non-removable base cabinets – in Unit 328 (Okoboji) and in all other 43 Okoboji units at all three Lake Shore buildings by performing either one or all of the following retrofits:

- i. Replace the refrigerator with a different model that has a depth of at least 3 inches less than the current refrigerator;
- ii. Move the refrigerator closer to the wall behind it;
- iii. Recess the plastic water pipe connection from the rear of the refrigerator further into the wall behind the refrigerator, to be followed by moving the refrigerator closer to the wall behind it.

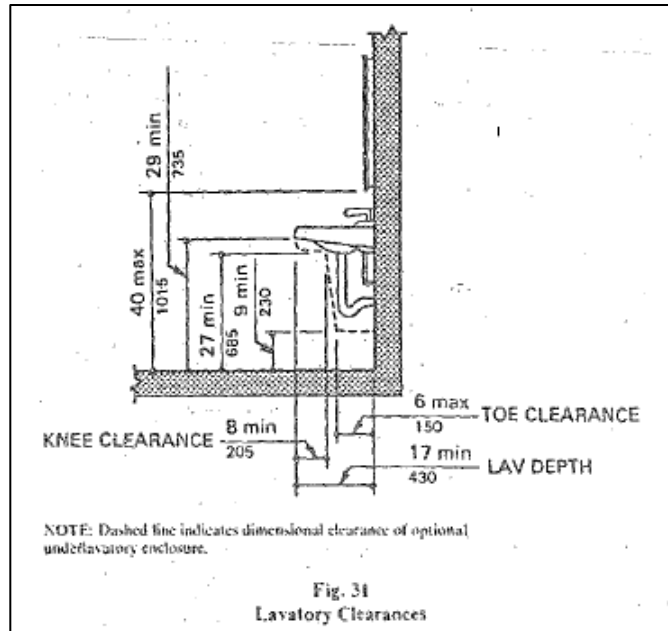
(c) Respondents agree to measure the clear width of the path as indicated in the figure below:



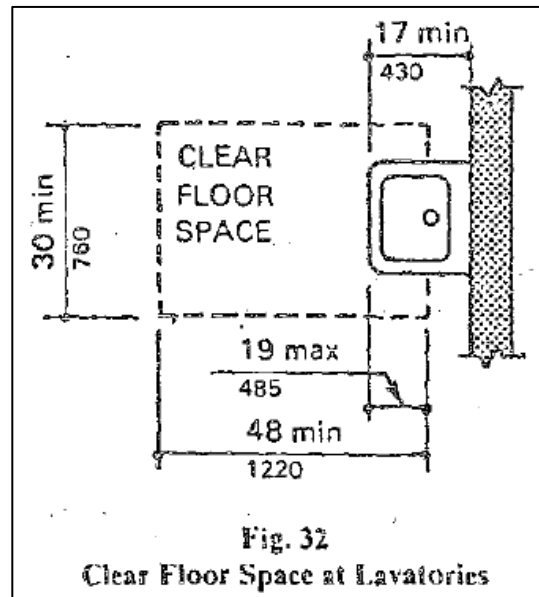
#### *Usable Kitchens – Kitchen Sinks*

- (a) The parties agree the distance from the midline of the sink to the closest opposing countertop in the kitchens of Units 117 (Rathbun), 231 (Ozarks), and 423 (Panorama), as reported on page 6 of the current agreement, was measured at under the 24-inch minimum for kitchen sinks without removable cabinets, as required by the Manual.
- (b) Respondents agree to retrofit the kitchen sinks in the inspected units listed in “(a)” paragraph in Lake Shore 1, by (i) replacing the base cabinets with removable cabinets; and (ii) by finishing all unfinished surfaces if the removable cabinet needs to be removed – which includes flooring vinyl tiles of the closest possible design as the existing flooring, cabinet surfaces of the same design, and painted walls if exposed – such that the dimensions of the space created once the removable base cabinet is removed for a tenant in a wheelchair, meet the “knee clearance” requirements from ANSI 1986, as indicated in the figures at the top of the next page.

<sup>20</sup> See Manual at page 7.7.



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(c) Respondents agree to install removable base cabinets under the kitchen sinks of the Ozarks and Panorama Units in Lake Shore 2 and 3, in the manner described in “(b)” paragraph above.

(d) If Respondents maintain the base cabinets under the kitchen sink at the Rathbun Units are removable, then Respondents agree remove the cabinet in one of the Rathbun units, and document the completed steps as outlined below:

- i. Submit photographs of each of the steps taken in removing the cabinet.

<sup>21</sup> Federal Register, Vol. 55, No. 116, Friday, June 15, 1990, page 24453.

<sup>22</sup> *Id.*

- ii. Once the cabinet is removed, photographs need to be taken of each measurement needed to assess compliance with the “knee clearance” requirements from ANSI 1986, as indicated in the figures in the previous page. The measurements needed include:
  - a. Height from floor to bottom edge, or the underneath horizontal surface, of the vanity counter.
  - b. Height from floor to the fixture (water pipes, etc.) above where the toes for someone in a wheelchair would normally would be when making the forward approach.
  - c. Depth of knee space from front edge of counter to fixture underneath counter.
  - d. Width of the knee space below the vanity counter.
  - e. Description and photographs to indicate whether the wall behind the removed cabinet, and the surrounding cabinetry, which would otherwise be hidden from view by the removed cabinet, are finished. If Respondents do not submit the documentation required in “(d)” paragraph above within 30 days from the date on the Closing Letter from ICRC, Respondents agree they will complete the same retrofit in the Rathbun units as what is require in paragraph “(b)” at bottom of page 19 of the current agreement.

#### *Usable Bathrooms – Bathroom Sinks*

- (a) The parties agree the distance from the midline of the sink to the nearest obstruction in the bathrooms of Units 414 (Tahoe), 423 (Panorama), and 434 (Michigan), as reported on page 7 of the current agreement, was measured at under the 24-inch minimum for bathroom sinks without removable cabinets, as required by the Manual.
- (b) Respondents agree to retrofit the bathroom sinks in the inspected units listed in “(a)” paragraph in Lake Shore 1, by (i) replacing the base cabinets with removable cabinets; and (ii) by finishing all unfinished surfaces if the removable cabinet needs to be removed – which may include flooring vinyl tiles of the same design as the existing flooring, cabinet surfaces of the same design, and painted walls if exposed – such that the dimensions of the space created once the removable base cabinet is removed for a tenant in a wheelchair, meet the “knee clearance” requirements from ANSI 1986, as indicated in the figures in the last page.
- (c) Respondents agree to install removable base cabinets under the bathroom sinks of the Tahoe, Panorama, and Michigan Units in Lake Shore 2 and 3, in the manner described in “(b)” paragraph above.

### *Usable bathrooms – Clear Floor Space Outside of Swing of Door*

(a) The parties agree the clear floor space outside of swing of door in the bathroom for Unit 423 (Panorama) and in the other 31 Panorama units is less than 30 by 48 inches, which is the minimum clear floor space required by the Manual.

(b) Respondents agree they will replace the door in the bathroom with either a pocket door or another compliant door that will allow for the clear floor space dimensions of 30 by 48 inches outside swing of door in the bathroom, as required by the Manual.

### *Required Timelines for Completion of Modifications or Retrofits*

17) Respondents agree that the above-required modifications or retrofits to the public and common use areas of the subject property – parking areas, basketball court, and mailboxes – within 90 days from the date of the Closing Letter from ICRC.<sup>23</sup>

18) Respondents agree to notify all current and future tenants, via a letter, within 60 days from the date of the Closing Letter from ICRC about the option to make a reasonable accommodation request because of a disability of any of the registered occupants of their units for any of the above-required modifications or retrofits in their units, at no charge to the tenants.

19) Respondents agree, for any tenant who makes a reasonable modification request that concerns one or more of the above-required modifications or retrofits, they will allow the tenant to make the decision whether the above-required modifications or retrofits are made during their tenancy. Respondents also agree those tenants who make that decision will be allowed to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such move.

20) Respondents also agree to start making the above-required modifications or retrofits to each of the units, starting on November 1, 2017, as each of the units becomes vacant, before it is occupied for the first time or sooner if a current tenant makes a request for reasonable accommodation referenced in above paragraph “19)”. Respondents agree to make the required modifications or retrofits before each of the units is rented again.

### *Mandatory Reporting Requirements*

21) Respondents agree to notify ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14<sup>th</sup> Street, Des Moines, Iowa 50319-0201) when they have completed the required modifications or retrofits for each of the units and the public and

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<sup>23</sup> The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

common use areas. Such note shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all 239 units.

22) Respondents agree to submit a copy of the letter required above in paragraph “18” to ICRC for review and approval within 14 days of receiving a Closing Letter from ICRC, and before sending the letters.

23) ICRC will review and reply to Respondents about the request for approval within three business days of receiving a copy of the advertising and letters.

24) Respondents agree to send a copy to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14<sup>th</sup> Street, Des Moines, Iowa 50319-0201) of all written reasonable accommodation requests for the above-required retrofits and modifications.

25) Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

26) If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.

27) The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation on the part of Respondents to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee’s commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

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Wanda Manor Cooperative  
RESPONDENT

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Date

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Erickson Balmer Construction, LLC  
RESPONDENT

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Date

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Big Creek Design Group, Inc.  
RESPONDENT

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Date

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Angela Jackson  
COMPLAINANT

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Date

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Kristin H. Johnson, Executive Director  
IOWA CIVIL RIGHTS COMMISSION

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Date